83-2-232 KS

12/11/65

BOOK 5759 PAGE 866

IN THE FOURTH CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE

CAROLYN SUE HUDGENS GAMMON)
vs.) No. 80D-4449
BOBBY JOE GAMMON)

FINAL DECREE

This cause came to be heard on the 18th day of May, 1981 before the Honorable Benson Trimble, Judge, upon the original complaint filed by Carolyn Sue Hudgens Gammon, subsequent agreement of the parties to allow this matter to be tried as a non-contested divorce, testimony of the complainant, statement of counsel in open court, and from the entire record in this cause. From all of which the Court finds that the parties have suffered irreconcilable differences pursuant to T.C.A. §36-801, et sec, as amended 1977.

It is, therefore, ORDERED, ADJUDGED AND DECREED by the Court that the bonds of matrimony heretofore existing between the parties be and the same are hereby forever and perpetually dissolved and the Complainant, Carolyn Sue Hudgens Gammon, is granted an absolute divorce and restored to all the rights and privileges of an unmarried person.

It is further ORDERED, ADJUDGED AND DECREED that the Property Settlement Agreement heretofore signed by the parties is affirmatively approved by the Court and copied herein as follows:

05/19 15.33- CASH

247-

WHEREAS, there is presently pending in the Circuit Court for Davidson County, Tennessee a petition for absolute divorce filed by CAROLYN SUE HUDGENS GAMMON, hereinafter referred to as Wife, against BOBBY JOE GAMMON, hereinafter referred to as Husband, under Docket No. 80D4449, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and tender same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, both these parties have been advised of their respective rights and responsibilities, one to the other.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do agree as follows:

1. That Wife shall proceed to trial to obtain an absolute divorce upon the grounds of irreconcilable differences.

2. That the absolute care, custody and control of the minor child of the parties, to-wit: Keri Lynn Gammon, shall be awarded to the Wife, with the right of reasonable visitation reserved to the Husband.

3. Husband agrees to pay the sum of $40.00 per week for the support and maintenance of the minor child, said payments to be made directly to the Wife.

4. All right, title and interest which the Husband has in and to the house and lot of the parties located at 1509 McKinney Avenue, Nashville, Davidson County, shall be divested out of him and the sole and exclusive ownership in said property shall be vested in the Wife, it being her responsibility to assume the balance of mortgage indebtedness thereon and hold Husband harmless thereon. All right, title and interest which the Wife has in and to the property located in Fairfield Glade shall be divested out of her and the sole and exclusive ownership of said property shall be awarded to the Husband, it being his responsibility to pay the balance of mortgage indebtedness thereon.

5. All right, title and interest which the Husband has in and to the household furniture, furnishings and appliances and the 1976 Dodge automobile shall be divested out of him and the sole and exclusive ownership of said personal property shall be vested in the Wife.

6. The 1980 Dodge truck shall be awarded to Husband, it being his obligation to pay the balance of mortgage indebtedness and to hold Wife harmless from any liability thereon.

7. Husband agrees to accept full responsibility for the balance owing MasterCharge and Avco Finance and to hold Wife harmless and indemnify her from any liability thereon.

8. Husband agrees to maintain in full force and effect life insurance coverage for the benefit of the minor child until such time as she attains her majority.

9. The parties agree to pay Robert L. Jackson a total attorney fee of $400.00 for services rendered in this cause, said fee to be paid one-half by Wife and one-half by Husband.

10. Husband agrees to pay the court costs in this cause.

Both parties agree to sign any and all deeds, titles, documents or instruments necessary to carry out the full purpose and intent of this Agreement. Both parties acknowledge that they have read this Agreement in its entirety prior to the signing hereof and that they have signed same voluntarily.

WITNESS OUR HANDS, this 21 day of Jan., 1981 as to Wife, and the 21 day of Jan., 1981 as to Husband.

Carolyn H. Gammon
WIFE

Bobby J. Gammon
HUSBAND

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named CAROLYN SUE HUDGENS GAMMON, who made oath that she executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee this 21 day of Jan., 1981.

Jo Ann Yates
NOTARY PUBLIC

My C. E. 1-15-83

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named BOBBY JOE GAMMON, who made oath that he executed the foregoing agreement for the purposes contained therein.

WITNESS MY HAND and official seal at Nashville, Tennessee this 21 day of Jan., 1981.

J. Ann Gates
NOTARY PUBLIC

My C. E. 1-15-83

The costs of this cause shall be taxed against the Husband, for all of which execution may issue if necessary.

JUDGE

5-22-81

APPROVED:

Robert L. Jackson
Solicitor for Complainant

IDENTIF. REFERENCE

JUN 19 3 28 PM '81
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

G.4.7.289

Certificate of Service

The undersigned hereby certifies that a true copy of the foregoing instrument was mailed by U.S. Mail to the defendant, Bobby Joe Gammon, 1507-B Long Avenue, Nashville, TN 37026, this 20th day of May, 1981.

Robert L. Jackson
Robert L. Jackson

Bk. 121A/ P. 657

STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a correct transcript of the record and proceedings had in said Court in the case heretofore prosecuted and determined therein, between* Carolyn Sue Hudgens Gammon *Plaintiff, and* Bobby Joe Gammon *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 19th *day of* June *in the year one thousand nine hundred and* Eighty One *and in the* 205th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By D. Coker, *D. C.*

Form #GR-117